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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

US FOODS, INC., a Delaware
corporation,

Plaintiff,

v.

TOTAL FOOD SOLUTIONS, INC., a
California corporation; DAVID
MAJURI, an individual,

Defendants.

Case No. 5:18-cv-1041- JAK-SP

CONSENT JUDGMENT

JS-6

Plaintiff US Foods, Inc. (“US Foods” or “Plaintiff”), by and through its undersigned counsel Total Food Solutions, Inc. (“Total Food”) and David Majuri (“Guarantor,” and collectively with Total Food, the “Defendants”), by and through their undersigned counsel, hereby consent to the entry of this Consent Judgment.

1. On May 14, 2018, Plaintiff filed its Complaint against Defendants asserting causes of action for breach of contract, account stated, goods sold, and unjust enrichment.

2. There is jurisdiction over this matter and the parties pursuant to 28

1 U.S.C. § 1332(a), because (i) Plaintiff is a citizen of Delaware and Illinois and
2 Defendants are citizens of California and Wisconsin, and (ii) the amount in
3 controversy exceeds \$75,000.

4 3. Venue is proper pursuant to 28 U.S.C. § 1391, because (i) Defendants
5 reside within the judicial district, and/or (ii) a substantial part of the transaction
6 giving rise to Plaintiff's claims occurred in this division of this judicial district.

7 4. The parties wish to terminate this litigation and to consent to the entry
8 of this Judgment.

9 5. Each and every term of this Consent Judgment shall be enforceable by
10 further order of this Court, and to that end, the Court retains jurisdiction of this
11 matter in order to enforce each and every term of this Consent Judgment.

12 6. Nothing in this Consent Judgment shall preclude Plaintiff from seeking
13 equitable or legal relief against Defendants for claims that were not alleged in the
14 Complaint.

15 7. Defendants consent to the entry of judgment against them and in favor
16 of Plaintiff in the amount of One Hundred Fifty One Thousand Three Hundred Sixty
17 Three Dollars and Sixty Four Cents (\$151,363.64), for unpaid invoices and the
18 incentive refund, plus interest at the contractual rate of 1.5% per month on any
19 amount past due until collected, plus costs and reasonable attorneys' fees for
20 enforcement of the Consent Judgment, less any payments made by Defendants.

21 IT IS SO ORDERED.

22
23 Date: April 3, 2019



24 JOHN A. KRONSTADT
25 UNITED STATES DISTRICT JUDGE
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